

AMENDMENT NO. 4
Solicitation No. S00R2600024
Broadband Device Purchase and Distribution

The following is an Amendment to the above mentioned IFB. The purpose of this amendment is to clarify information contained in the IFB. All information contained herein is binding upon all Offerors who respond to this IFB (see IFB, Section 4.17, Acceptance of Terms and Conditions).

Please see the below changes.

IFB Section 3.5.1.a is changed from the following:

“Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a IFB are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State’s written request.

The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied,

To the following:

“The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.”

<p>disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.</p> <p>The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.”</p>	
<i>Contract Section 5 is removed in its entirety</i>	
<i>Contract Section 6 is removed in its entirety</i>	
<i>Contract Section 7.2 is removed in its entirety</i>	
<i>Contract Section 7.5 is removed in its entirety</i>	
<i>Contract Section 7.6 is removed in its entirety</i>	
<i>Contract Section 7.7 is removed in its entirety</i>	
<i>Contract Section 9 is removed in its entirety</i>	
<p><i>Contract Section 24 is changed from the following:</i></p> <p>“The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) five (5) years after final payment by the State hereunder . . .”</p>	<p><i>To the following:</i></p> <p>“The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder . . .”</p>
<p><i>Contract Section 25 is changed from the following:</i></p> <p>“25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor’s performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor’s compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.</p> <p>25.2 Upon three (3) Business Days’ notice, the State shall be provided reasonable access to Contractor’s records to perform any such audits. The Department</p>	<p><i>To the following:</i></p> <p>“25.1 The State reserves the right, at its sole discretion and at any time (not to exceed more than once every twelve (12) months), to perform an audit of the Contractor’s performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor’s compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.</p> <p>25.2 Upon ten (10) Business Days’ notice, the State shall be provided reasonable access to Contractor’s</p>

<p>may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance."</p>	<p>records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance."</p>
<p><i>Contract Section 28 is changed from the following:</i></p> <p>"The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State."</p>	<p><i>To the following:</i></p> <p>"The Contractor may not subcontract any of its obligations under this Contract (except to Affiliates, with written notice to the Department) without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State."</p>
<p><i>Contract Section 34 is changed from the following:</i></p> <p>"Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State."</p>	<p><i>To the following:</i></p> <p>"Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State in accordance with IFB Section 2.3.2.D, as amended in Amendment 1. "</p>

By: Paul Dickman 5/16/2022
Paul Dickman Date
Procurement Officer